

Request for Proposals
For
2017 Professional Land Surveying Services



DEPARTMENT OF PUBLIC WORKS
NORTHAMPTON, MASSACHUSETTS

August 2017

Survey Project Roadways

The City of Northampton Department of Public Works (DPW) is seeking the services of a professional land surveyor to provide street detail survey to be used to develop base plans for design of roadway improvements at the following locations:

- Burts Pit Road from Forest Glen Road to Florence Road;
- Hampton Avenue from Old South Street to Pleasant Street

Surveys shall include the entire public road right of way and extend to the area within 50-ft of the right of way.

Surveys shall conform to the applicable sections of the Commonwealth of Massachusetts Regulation 250 CMR 6.00: Procedural and Technical Standards for the Practice of Land Surveying.

Proposal Submission Requirements

A sealed envelope should clearly identify the consultant submitting the proposal and indicate that it contains a proposal for Professional Land Surveying Services. One copy of the proposal, which may be submitted electronically, shall be submitted to:

City of Northampton
Department of Public Works
125 Locust Street
Northampton, MA 01060
Attention: David K. Veleta, P.E., City Engineer

Proposals must be received no later than 2:00 p.m. on September 12, 2017.

All questions or requests for additional information regarding the Request for Proposals (RFP) should be submitted in writing to David K. Veleta, P.E., City Engineer. Email is acceptable via dveleta@northamptonma.gov. Faxes to 413-587-1576 are also acceptable. The deadline for acceptance of questions shall be no later than 12:00 pm on Wednesday, September 6, 2017.

Proposal Format

Each proposal submitted shall contain the following information:

A. Transmittal Letter

B. Project Schedule – with completion date on or before December 6, 2017

C. Scope of Services

The services required shall include the following for each public way listed under "Survey Project Roadways"

1. Detail Survey

- a. Perform the necessary research at the town assessor's office, to obtain abutter information, at the Hampshire Registry of Deeds, and the City's archives to acquire copies of relevant deeds and plans.
- b. Dispatch a field crew to locate existing control, other structures on the site and monuments recovered.
- c. Depict boundary lines for adjoined parcels approximately as derived from record information and evidence located (limited to the area outlined previously in this proposal, see "Survey Project Roadways").
- d. Plot the location of monuments within the survey limits.
- e. Depict and describe fences and walls showing where they are placed relative to the ROW line.
- f. Depict all easements and Rights-of-ways of record.
- g. Provide the property owners, deed reference, map and lot and house number references of adjoining properties.

2. Topographic Survey

The topographic survey shall include the following site features delineated on site plans.

- a. Set a minimum of Five Temporary Bench Marks along the route of each roadway to be surveyed.
- b. Provide elevation contours, utilizing a one (1) foot contour interval.
- c. Plot the locations of structures and improvements above and below ground, provided surface evidence of the structure exists.
- d. Provide the following utility information based upon record information and field verification.
 - a. Locate water, gas and other utilities, based upon the process outlined above.
 - b. Determine inverts and cardinal direction, size and direction of flow of storm drains, and culverts; location and elevation of catch basins and manholes with rims shall be provided within the limits.
 - c. Determine inverts and cardinal direction, size and direction of flow of sanitary sewers; location and elevation of manholes and rims shall be provided within the limits
 - d. Locate power, cable television, street lighting, traffic control facilities, signage with sign type labeled, striping and communication systems above grade. If surface evidence and record information exists, said utilities below grade shall be located.
- e. Locate all trees within survey limits and provide species type and diameter at breast height (DBH) for all trees with 6-inch DBH or greater. In densely wooded areas, identification of individual trees is not required.

- f. Locate all buildings such as houses, garages sheds, etc., that fall within 50' of the right-of-way limits.
- g. Call out private features such as driveways with type, walkways with type, gardens and landscaping.
- h. Call out natural features if applicable.
- i. Locate and map wetlands delineated by others, with flag number

3. Base Plan Specification

- 1. Provide a CAD drawing.
- 2. Prepare paper copies of final plans at drawing at a scale of 1"=20'.
- 3. Use a 24" X 36" sheet size with a 1/2" border.
- 4. Provide a legend.
- 5. Report spot elevations on paved surfaces to the nearest .01 of a foot and on other surfaces to the nearest .10 of a foot. The spot elevations will be available on a separate layer within the digital drawing.
- 6. Boundary and Topographic information will be depicted on one drawing.
- 7. Use NAD 83 as the projects horizontal datum and NAVD 88 as the vertical datum as derived from a Static GPS survey utilizing local base stations.

4. Deliverables

For each proposed survey location, the consultant will provide the following services as requested: Surveyor shall provide the following:

- 1. A draft hard copy (or PDF copy) for review by Northampton DPW.
- 2. One (1) final Print with original stamp and seal.
- 3. A digital version of all data in Auto Cad 2016 format

The consultant shall review all existing documentation and conduct deed research to understand the parcel ownership, boundaries, easements and/or rights-of-way and such other information as may be pertinent.

The consultant shall perform a boundary survey to locate all associated monumentation and such other physical features as may be relevant for the development of the required plans. The survey shall be tied to the Massachusetts State Plane Coordinate System (NAD83 & NAVD88). All distances shall be provided in US survey feet. The survey shall conform to the technical standards for property surveyors set forth by the American Congress on Surveying and Mapping and applicable section of Commonwealth of Massachusetts Regulation 250 CMR 6.00: Procedural and Technical Standards for the Practice of Land Surveying.

The consultant shall develop and provide a plan showing boundaries, easements, rights-of-way, monumentation, distances, bearings and other pertinent information; see Part 1, above. Plans shall also show all utilities and surface features as outlined under Part 2, above.

The Consultant will provide two (2) original copies that have been sealed and signed by a currently registered land surveyor in the Commonwealth of Massachusetts. The Consultant will also provide an AutoCAD 2016 compatible file for each survey location listed herein under

"Survey Project Roadways". All work shall be completed and delivered to the City of Northampton Department of Public Works no later than December 6, 2017.

D. Project Team

Provide the names of the project team, including the professional land surveyor, deed researcher, field reconnaissance person, and survey party chief(s) to be used for this project. Provide a resume for each of the project team members including applicable experience and professional licensure, if applicable. Identify the location of the office that each team member works in and whether a team member is a sub-consultant.

Changes to the personnel included in the project team will require submission in writing of a suitable substitute including all information outlined above and written approval of the City.

Working experience within the City of Northampton and the Hampshire County Registry of Deeds is preferable.

Award

The City will select the most responsive and responsible consultant submitting the most advantageous proposal, taking into consideration the consultant's experience and proposed staff.

The selected firm will be required to enter into an Agreement using the City of Northampton Professional Services Agreement (See sample copy in Appendix A.)

Minimum Qualifications

The Consultant shall either have on staff or have subcontracted for the services of a professional land surveyor who is currently licensed in the Commonwealth of Massachusetts with a minimum of 5 years of experience as a professional surveyor.

AND

The Consultant shall either have on staff or have subcontracted for the services of a deed/title researcher who has a minimum of 5 years of deed and title research experience.

APPENDIX A
SAMPLE CITY AGREEMENT



Contract Number: _____

Budget Code: _____

Vendor Number: _____

CITY OF NORTHAMPTON, MASSACHUSETTS

**AGREEMENT BETWEEN
OWNER AND CONSULTANT
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, executed this _____ day of _____ 2017 by and between:

**City of Northampton Department of Public Works
&**

THIS IS AN AGREEMENT made as of _____ between **The City of Northampton, MA (OWNER)** and
(CONSULTANT) with offices at _____.

OWNER hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the services hereinafter set forth in connection with the projects (hereinafter called the PROJECT).

OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional services by CONSULTANT and the payment for those services by OWNER as set forth below.

CONSULTANT shall provide professional services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER'S professional representative for the Project as set forth below and shall give consultation and advice to OWNER during the performance of services hereunder.

The CONSULTANT shall undertake a survey of

SECTION 1 – BASIC SERVICES OF CONSULTANT

1.1 GENERAL

CONSULTANT shall perform professional services as hereinafter stated which include customary services incidental thereto.

1.2 SCOPE OF SERVICES

1.2.1 As described in the RFP for **DAMON ROAD RECONSTRUCTION RIGHT OF WAY ACQUISITION SERVICES**

SECTION 2 – ADDITIONAL SERVICES OF CONSULTANT

2.1 GENERAL

Amendments or changes to this contract involving an increase in cost will be negotiated between OWNER and CONSULTANT.

SECTION 3 – OWNER'S RESPONSIBILITIES

Owner shall:

- 3.1 Provide CONSULTANT with all available information in his possession regarding the Project. The OWNER does not guarantee the accuracy of information furnished and the CONSULTANT must satisfy himself as to the correctness of data.
- 3.2 Supply CONSULTANT with any necessary permits not covered under Section 1 of this contract.

SECTION 4 – PERIOD OF SERVICE

- 4.1 As described in the RFP for **DAMON ROAD RECONSTRUCTION RIGHT OF WAY ACQUISITION SERVICES**

SECTION 5 – PAYMENTS TO CONSULTANT

- 5.1 METHOD OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT OWNER shall pay CONSULTANT for Basic Services rendered under Section 1.2 a fee of \$. The fee shall not be increased unless a contract amendment increases the scope of work provided under Section 1.2.

- 5.2 TIMES OF PAYMENT

CONSULTANT shall submit a monthly invoice for Basic Services rendered. The amount of CONSULTANT'S fee billed will be based upon CONSULTANT'S estimate, with the OWNER'S concurrence, of the proportion of the total services actually completed at the time of billing.

Payment will be due to the CONSULTANT within sixty days of submittal to the OWNER. The compensation due the CONSULTANT shall not be subject to retainages by the OWNER.

- 5.3 OTHER PROVISIONS CONCERNING PAYMENTS

In the event of termination by OWNER under Paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due CONSULTANT for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, CONSULTANT will be paid for services rendered during that phase on the basis of a prorated percentage of the fee.

SECTION 6 – GENERAL CONSIDERATIONS

- 6.1 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon fourteen calendar days written notice for any reason.

- 6.2 REUSE OF DOCUMENTS

Upon completion of the basic services as described under Section 1, all plans and documents shall be turned over to the OWNER. Any reuse without written verification or adaption by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT.

- 6.3 CONTROLLING LAW

This Agreement is to be governed by the General Laws of Massachusetts.

- 6.4 SUCCESSORS AND ASSIGNS

6.4.1 OWNER AND CONSULTANT each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other part to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.4.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except that the effect of this limitation may be restricted by law. Unless specifically to the contrary in any written consent to an assignment, no assignment will release or discharge the assignors from any duty or responsibility under this Agreement.

6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and CONSULTANT.

6.5 INSURANCE

CONSULTANT will attach and make a part of this agreement a Certificate of Insurance showing coverage for Worker's Compensation in the amounts required by statute and coverage for Professional Liability in the amount of \$50,000.00 or the fee for basic services, whichever is greater.

The City of Northampton is not bound by this contract until approved by the Mayor of Northampton.

Consultant: _____

Consultant

_____ its

Authorized Signature

_____ Date _____

Title

By: _____ Donna LaScaleia, Director of Public Works

By: _____ David Veleta, City Engineer

Chief Proc. Officer, approved as to Chapter 30B Compliance

Date _____

City Auditor, approved as to appropriation

Date _____

Tax Collector, approved as to unpaid taxes

Date _____

City Solicitor, approved as to form

Date _____

Mayor David Narkewicz

Date _____



Certificate by Corporation to Sign Contract

At a duly authorized meeting of the Board of Directors of the

_____ held on _____
(Name of Corporation) (Date)

At which all the Directors were present or waived notice, it was voted that,

_____ (Name) _____ (Officer)

of this company, be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such under seal of the company, shall be valid and binding upon this company,

A TRUE COPY,

ATTEST: _____
(Clerk)

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the clerk of the _____
and that _____ is the duly elected _____
of said company, and the above vote has not been amended or rescinded and remains
in full force and effect as of the date of this contract.

_____ (CLERK) (CORPORATE SEAL)



Tax Compliance Certification

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

I further authorize the City of Northampton to deduct from the amounts due under this contract, any overdue taxes, real or personal, or any other fees due to the City of Northampton from the vendor which become due and payable by the vendor or its officers, directors or agents during the term of this contract or until the final amounts due under this contract are paid in full.

Check one of the following.

The vendor does not have a Northampton office. ☐

The vendor does have a Northampton office. ☐

*Social Security Number or
Federal Identification Number*

Signature of Individual or Corporate Name

by: _____
Corporate Officer (if applicable)



FOREIGN CORPORATION CERTIFICATION

AFFIDAVIT OF COMPLIANCE

EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE

The Commonwealth of Massachusetts

- ☐ Massachusetts Business Corporation
- ☐ Non-Profit Corporation
- ☐ Foreign (*non-Massachusetts*) Corporation

I, _____, ☐ President ☐ Clerk of _____

_____ whose principal office is located
(*Name of Corporation*)

do hereby certify that the above named Corporation has filed with the State Secretary all certificates and annual reports required by Chapter 156B, Section 109 (*Business Corporation*), by Chapter 181, Section 4 (*Foreign Corporation*), or by Chapter 180, Section 26A (*non-profit Corporation*) of the Massachusetts General Laws.

SIGNED UNDER THE PENALTIES OF PERJURY THIS ____ day of _____,
2017

Signature of responsible Corporate Officer: _____

Form AF-4A